

MEMORANDUM OF UNDERSTANDING
Between the Administrative Office of the Courts
and Santa Fe County, New Mexico

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this 27th day of August 2015, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the Administrative Office of the Courts (hereinafter referred to as the "AOC"),

RECITALS

WHEREAS, the County submitted an application for Local DWI Distribution (LDWI Distribution) Funds on March 26, 2015 for DWI prevention and enforcement activities to benefit Santa Fe County; and

WHEREAS, the County's DWI Program received funding (Distribution funds) from Department of Finance, Local Government Division in the amount of \$1,491,712.31 on July 1, 2015 for DWI prevention and enforcement activities to address the issue of DWI in Santa Fe County; and

WHEREAS the County's DWI Program dedicated \$60,000.00 of the LDWI Distribution funds to fund random alcohol and drug testing of individuals who are convicted of DWI in the Santa Fe Magistrate Court during fiscal year 2016. The random testing is to be performed by the AOC; and

WHEREAS, the County's DWI Program wishes to enter into this Agreement with the AOC to provide for the duties of the County and the AOC with respect to the performance of random drug and alcohol screening in an effort to reduce recidivism rates.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. DUTIES OF THE PARTIES

- a. The County shall:
 - 1) Serve as fiscal agent for the funds identified in this Agreement and maintain all financial records pertaining to the Program and expenditure of funds.
 - 2) Transfer and make available to the AOC \$60,000.00 for expenditure in FY 2016 to conduct random alcohol and drug testing of individuals convicted of DWI in the Santa Fe Magistrate Court during fiscal year 2016.
 - 3) Reimburse the AOC for costs and expenses associated with drug and alcohol testing upon receipt of invoice or statement from the AOC. Reimbursement by the County shall be made within 30 days following receipt from the AOC of a statement or invoice requesting reimbursement for costs incurred by the AOC.

b. The AOC shall:

- 1) Conduct random alcohol and drug testing of individuals convicted of DWI in the Santa Fe Magistrate Court.
- 2) Provide copies of all invoices paid under this Agreement to the County every 30 days.

2. COMPENSATION

Reimbursement to the AOC for costs including payment for random drug and alcohol testing shall not exceed \$60,000.00 dollars exclusive of NM gross receipts taxes for FY 2016.

3. TERM

This Agreement shall be effective when signed by the AOC and the County and shall terminate June 30, 2016, unless earlier terminated pursuant to paragraph 4 below. For purposes of reimbursement, the AOC will be reimbursed for expenses and costs of alcohol and drug testing during fiscal year 2016 (July 1, 2015 to June 30, 2016).

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination. The County may not by such termination avoid its obligation to reimburse the AOC for unavoidable and appropriate costs to which the AOC was obligated prior to termination by the County. The AOC will request reimbursement for such unavoidable and appropriate costs in accordance with Paragraph 1.a.3.

5. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the AOC and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. PROPERTY

Upon the termination of this Agreement or earlier termination, property acquired associated with the random alcohol and drug testing shall become property of the AOC in accordance with the AOC's procedures.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the AOC and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

7-14-15
Date

Approved as to form:

Robert A. Shaffer
Gregory S. Shaffer, County Attorney

7-9-15
Date

Finance Department

Carole H. Jaramillo 080: CJ
Carole H. Jaramillo, Finance Director

7-10-2015
Date

ADMINISTRATIVE OFFICE OF THE COURTS:

Arthur W. Pepin
9-10-15
Arthur W. Pepin, Director

8/26/2015
Date